



# Inukshuk Bushido Kai

## School of Martial Arts

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**

Warning: by signing this form you give up important legal rights, including the right to sue. Please read carefully.

#### **DISCLAIMER CLAUSE**

Inukshuk Bushido Kai Ltd. (IBK), its instructors, trainers, members and representatives (hereafter collectively referred to as "IBK"), are not responsible for any injury, loss, contraction of communicable disease (including COVID-19 Coronavirus), or damage of any kind sustained by any person while registered as an IBK member and participating in any and all IBK sanctioned activities, events, practice sessions, or social activities (all hereafter collectively referred to as "IBK Activities"), including injury, infection, loss, or damage which might be caused by the negligence of IBK.

#### **DESCRIPTION OF RISKS**

In consideration of my membership and/or participation in IBK Activities, I acknowledge that I am aware of the possible RISKS, DANGERS, AND HAZARDS associated with being a member, including the possible risk of severe or fatal injury to myself or others. These risks include, but are not limited to: a) all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, blisters, etc. from executing strenuous and demanding physical techniques, collisions with the wall, floor, mats or other participants and failure in proper use of the equipment either by myself or my opponent. b) all manner of injuries resulting in sprains, dislocations, torn ligaments, pulled muscles, concussion, dizziness, nausea, dehydration, paralysis, internal bleeding and injuries, and broken bones; c) all manner of head, facial, eye, nose and/or dental injuries; d) that my risk of injury and/or death increases as I become fatigued; e) all manner of injuries and/or death that could result from a physical confrontation whether caused by myself or someone else; and f) all manner of injuries and/or death that may result from transportation (all modes or types) incidents/accidents, g) contraction of communicable diseases (including COVID-19 Coronavirus) through surfaces, training/contact with other members, and any other means of transmission.

#### **MEDICAL/HEALTH & TRAVEL INSURANCE**

- 1) I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance. No medical/health insurance will be provided by IBK. In the event of a medical/ health problem, IBK accepts no responsibility for any costs associated with a medical/health problem, nor will they pay for any medical/health expenses, which may be incurred by my membership and/or participation in IBK Activities.
- 2) I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance when and if required. IBK will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets. IBK accepts no responsibility for any costs associated with these types of problems, nor will they pay for any expenses that may be incurred by my membership and/or participation relating to these areas. I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.
- 3) I hereby acknowledge by signing this form, I AM SOLELY RESPONSIBLE for my health and safety when training in IBK facilities, I accept that training during the COVID-19 Coronavirus pandemic could result in the contraction of COVID-19, and I agree to hold IBK harmless in the event that I or someone in my household/community contracts the virus, or any other communicable illness, through attending IBK facilities and/or IBK sanctioned events.

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

In consideration of IBK allowing me membership and participation in IBK Activities, I agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against IBK and its instructors, trainers, members and representatives as a result of my membership and/or participation in IBK Activities;
- 2) TO RELEASE Inukshuk Bushido Kai (IBK) from any and all liability from any loss, damage, injury, contraction of communicable disease (including COVID-19), or expense that I may suffer, or that my next of kin may suffer as a result of my membership and/or participation in IBK Activities due to any cause whatsoever, including Negligence,

Breach of Contract, or Breach of any Statutory or other Duty of Care, including any Duty of Care Owed under the Occupiers' Liability Act, RSA 2000 C. O-4 on the part of IBK;

3) TO HOLD HARMLESS AND INDEMNIFY IBK from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my membership and/ or participation in IBK Activities;

4) TO HOLD HARMLESS AND INDEMNIFY IBK in connection with the services and/or incidents/accidents of any train, vessel, carriage, aircraft, bus, privately owned or rented motor vehicle, or other conveyance, which may be used during my membership and/or participation in IBK Activities. Neither will IBK assume any liability for any injury, loss, accident, or delay which may be occasioned by reason of any defect in any mode of transportation or through the act, error, neglect, negligence, or default of any company or person engaged in conveying the membership to, from, or during any of IBK Activities;

5) TO HOLD HARMLESS AND INDEMNIFY IBK for any cancellation, injury, loss, accident, or delay occasioned by the proprietor, employee, or service of any accommodation which may be used during my membership and/or participation in IBK Activities;

6) TO FOLLOW all the instructions and rules given by those responsible for or in charge of any IBK Activities while I am a member and/or participating in IBK Activities. I understand and accept that these instructions and rules are in place to provide a safe environment for the entire membership; and

7) TO HOLD HARMLESS AND INDEMNIFY IBK, its instructors, trainers, members and representative from any and all claims, demands, actions, and costs which might arise out of my membership and/or participation in IBK Activities, even though such claims, demands, actions, and costs may have been caused by the negligence of Inukshuk Bushido Kai (IBK).

#### PERSONAL INFORMATION POLICY

I Agree to release my photograph used on the IBK web site and/or IBK social media \_\_\_\_\_ (initial) I Agree to have my person in any videos used by IBK \_\_\_\_\_ (initial) I Agree to have my name used on IBK web site for promotion \_\_\_\_\_ (initial) I Agree to allow my email address to receive email from IBK \_\_\_\_\_ (initial)

#### ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

SIGNED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Alberta.

NAME OF PARTICIPANT \_\_\_\_\_

EMAIL ADDRESS OF PARTICIPANT/GUARDIAN \_\_\_\_\_

SIGNATURE OF PARTICIPANT \_\_\_\_\_

EMERGENCY CONTACT: NAME \_\_\_\_\_

RELATION TO PARTICIPANT \_\_\_\_\_

PHONE NUMBER (MOBILE PREFERRED) \_\_\_\_\_

NAME OF PARENT/GUARDIAN \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN \_\_\_\_\_

NAME OF WITNESS (Instructor Use Only) \_\_\_\_\_

SIGNATURE OF WITNESS (Instructor Use Only) \_\_\_\_\_



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**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**  
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# COVID-19 DECLARATION

I declare that neither I, nor anyone in my household or cohort group, is currently infected with COVID-19 Coronavirus or its variants.

\_\_\_\_\_ (Initial)

I understand that vaccination against Covid-19 is not a requirement for participation at IBK, however I do declare that: (please check the appropriate box)

I am fully vaccinated against Covid-19

I am partially vaccinated against Covid-19

I am not vaccinated against Covid-19

Regardless of my vaccination status, I understand that training at IBK carries the risk of contracting COVID-19 and other communicable diseases, and agree to indemnify and hold harmless IBK in the event that I contract COVID-19 or its variants or any other communicable disease, either directly or indirectly, through attendance at Inukshuk Bushido Kai (IBK) facilities and/or events.

\_\_\_\_\_ (Initial)

I agree that under no circumstance will I, or anyone from my household, attend IBK facilities if I am exhibiting any symptoms of illness including (but not limited to) fever, cough, runny nose, difficulty breathing, loss of sense of smell/taste, or am otherwise unwell.

\_\_\_\_\_ (Initial)

I agree that I will notify IBK immediately if I or anyone in my household/cohort group/social circle has contracted, or is thought to have contracted, COVID-19.

\_\_\_\_\_ (Initial)

I agree that I will notify IBK immediately if I or anyone in my household/cohort group/social circle has been contacted by Alberta Health Services (AHS) and/or their agents due to possible exposure to COVID-19 in the community.

\_\_\_\_\_ (Initial)

I acknowledge that masks are not mandatory nor prohibited at IBK, and understand that wearing, or not wearing, a mask while attending IBK facilities is done at my own risk. Should AHS recommendations change, or in emergency situations, I agree to wear a mask if required by AHS, the City of Edmonton, and/or IBK.

\_\_\_\_\_ (Initial)

I agree to follow appropriate personal hygiene, including proper handwashing procedures, prior to attending IBK. I acknowledge that I may be required to undergo a touchless temperature check at any time if I am so directed by an IBK instructor.

\_\_\_\_\_ (Initial)

I understand and agree that failure to follow any of these directions, failure to follow any IBK guidelines or protocols, failure of a temperature check, if I display any symptoms or potential risk of transmission, or for any other reason at the discretion of the presiding IBK instructor that I will be turned away and/or required to immediately leave IBK premises, and that I will receive no re-imbusement or credit for fees rendered.

\_\_\_\_\_ (Initial)

I understand that in the event that anyone attending IBK displays potential symptoms or is otherwise deemed a transmission risk by the presiding IBK instructor they may be asked to leave and/or classes may be immediately terminated and all participants asked to leave. I understand that the emergency contact will be called by IBK instructor for anyone under the age of 18 or adults without means of transportation from IBK if required for immediate pickup. Weather permitting, anyone waiting for pickup will wait outside the facility, under supervision of an instructor. Should weather or other factors make this impossible, anyone remaining indoors will be provided with a disposable mask, the wearing of which will be mandatory. I understand and agree that I will receive no re-imbusement or credit for fees rendered in the event of emergency class cancellation.

\_\_\_\_\_ (Initial)

I understand and agree that if I have been, or am thought to have been, exposed to COVID-19, display symptoms, or am otherwise considered a transmission risk, that I may be asked not to attend at IBK facilities for a period of up to 30 days and provide a negative COVID-19 test result in order to resume training at IBK, and that I will receive no re-imbusement or credit for fees rendered.

\_\_\_\_\_ (Initial)

I understand that as an instructor/key holder that all IBK procedures and protocols are to be followed at all times, and that cleaning/sanitizing procedures must be followed after IBK is used, including personal use. No exceptions.

\_\_\_\_\_ (Initial – Instructors/Key Holders only)

SIGNED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Alberta.

NAME OF PARTICIPANT \_\_\_\_\_

SIGNATURE OF PARTICIPANT \_\_\_\_\_

EMERGENCY CONTACT: NAME \_\_\_\_\_

RELATION TO PARTICIPANT \_\_\_\_\_

PHONE NUMBER (MOBILE PREFERRED) \_\_\_\_\_

NAME OF PARENT/GUARDIAN \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN \_\_\_\_\_

NAME OF WITNESS (Instructor Use Only) \_\_\_\_\_

SIGNATURE OF WITNESS (Instructor Use Only) \_\_\_\_\_